

No. S235026
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C-36F

AND

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-
44, and THE BUSINESS CORPORATIONS ACT, S.B.C. 2002, c. 57,

AND

IN THE MATTER OF THE JOSEPH RICHARD HOSPITALITY GROUP LTD.
AND THOSE PARTIES LISTED ON SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION
(SALES PROCESS)

BEFORE)
)
) THE HONOURABLE)
) MADAM JUSTICE FITZPATRICK) May 9, 2024
)
)

ON THE APPLICATION of the Petitioners coming on for hearing at Vancouver, British Columbia, on this date; **AND ON HEARING** Tevia Jeffries, counsel for the Petitioners, and those other counsel listed on **Schedule "B"** hereto; **AND UPON READING** the materials filed; **AND PURSUANT TO** the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 as amended (the "CCAA"), the *Supreme Court Civil Rules* and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Petitioners' Notice of Application dated May 6, 2024, for this order is hereby abridged such that it is properly returnable today, and service on any interested

party other than those on the Service List (as defined in the Amended and Restated Initial Order made July 27, 2023) is dispensed with.

2. The sale and solicitation procedures (the “**Sale Process**”), in substantially the form attached hereto as **Schedule “C”**, are approved and the Monitor and its advisors, employees, agents and contactors are authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the Sale Process in accordance with its terms and this order.

3. In addition to all protections afforded under the orders made in these proceedings, the CCAA and at law, the Monitor and its affiliates, partners, directors, employees, agents, consultants, advisors, experts, accountants, counsel and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of implementing or otherwise in connection with the Sale Process, except to the extent such losses, claims, damages or liabilities result from their respective gross negligence or wilful misconduct, as applicable, as determined by this Court.

PIPEDA

4. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or section 18(10)(o) of the *British Columbia Personal Information Protection Act*, the Monitor and its advisors are authorized and permitted to disclose and transfer to prospective purchasers or bidders, and their advisors, personal information of identifiable individuals, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the Sale Process (a “**Transaction**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of a Transaction, and if it does not complete a Transaction, shall return all such information to the Monitor, or in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Monitor. The successful purchaser(s) under the Sale Process shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Petitioners.

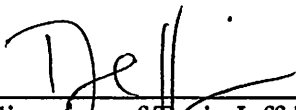
General

5. The Monitor may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties under the Sale Process.


6. THIS COURT HEREBY REQUESTS the aid and recognition of other Canadian and foreign courts, tribunal, regulatory or administrative bodies, including any court or administrative tribunal of any federal or state court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Monitor and its agents in carrying out the terms of this order.

7. Endorsement of this order by counsel appearing on this application, other than counsel for the Petitioners, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Tevia Jeffries
Lawyer for the Petitioners

*W. Holmes A.C.J.
for Fitzpatrick J.*
BY THE COURT


REGISTRAR



Schedule "A"

List of Petitioners

1138279 B.C. Ltd.
1164312 B.C. Ltd.
Ad Prolem Capital Investments Ltd.
Clover 67 Private Dining Room Ltd.
Edith & Arthur Public House Ltd.
Joseph Bourque Investments Ltd.
Joseph Richard Hospitality Group Ltd.
Joseph Richard Investments Ltd
Joseph Richard IP Holdings Ltd.
Joseph Richard Management Ltd.
JRG Canteen Virtual Kitchen Ltd.
JRG Clover Station LRS Ltd.
JRG Cloverdale Holdings Ltd.
JRG Cloverdale Ventures Ltd.
JRG Foodhall (Vancouver) Ventures Ltd.
JRG Glass House Estates Winery Ltd.
JRG Ledgeview Holdings Ltd.
JRG Steveston Hotels Ltd.
JRG Systems Ltd.
JRG Whiskey Charlie Cafe, Pitt Meadows Ltd.
Livelyhood Public House Ltd.
Micky's Investments (Coquitlam) Ltd.
Monkey See Tiki Bar Ltd.
Oak & Thorne Public House Ltd.
Oceanside Yacht Club And Public House Ltd.
S & L Kitchen & Bar Holdings Abbotsford Ltd.
S & L Kitchen & Bar Holdings Langley Ltd.
S & L Kitchen & Bar Holdings South Surrey Ltd.
Steveston Hospitality Services Ltd.
Sudo Asian Kitchen Holdings (Langley) Ltd.
The Italian Osteria and Cheese Bar Ltd.
The Phat Bird Public House Ltd.
The Study Public House Ltd.
Townhall Holdings (Abbotsford) Ltd.

Townhall Holdings (Chilliwack) Ltd.
Townhall Holdings (Coquitlam) Ltd.
Townhall Holdings (Maple Ridge) Ltd.
Townhall Holdings (South Surrey) Ltd.
Townhall Holdings Ltd.
Whiskey Charlie Holdings Ltd.

Non-Petitioner Entities:

Blank Canvas Catering Ltd.
JRG Queens LRS Ventures Ltd.
JRG Chilliwack Holdings Ltd.
JRG Growth Ventures Ltd.
JRG Published Holdings Ltd.
JRG Whip Holdings Ltd.

Schedule "B"

List of Counsel

Counsel	Party
Tevia Jeffries	Petitioners
David Gruber	Monitor – Ernst & Young
William Roberts	Bank of Montreal
Kibben Jackson, Lisa Hiebert, Mishaal Gill	Canadian Western Bank
Aaron Welch	Ministry of Attorney General
Lance Williams & Ashley Bowron	MNP

Schedule "C"
Sale Solicitation Procedures

**SALE PROCESS
JOSEPH RICHARD HOSPITALITY GROUP**

INTRODUCTION

1. Pursuant to an order (the “**Initial Order**”) made July 17, 2023 (the “**Initial Order Date**”), the Supreme Court of British Columbia (the “**Court**”) granted protection to Joseph Richard Hospitality Group Ltd. and the companies set out in **Schedule “A”** (collectively, the “**Company**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36 (the “**CCAA**” and the Company’s proceedings under the CCAA, the “**CCAA Proceedings**”).
2. Pursuant to the Initial Order, among other things, Ernst & Young Inc. was appointed as monitor (“**EY**”) of the Company in the CCAA Proceedings.
3. The Court has made various orders in the proceedings, including:
 - (a) on July 27, 2023, an order amending and restating the Initial Order (the “**ARIO**”);
 - (b) on August 30, 2023, an order approving interim financing from Canadian Western Bank (in such capacity, the “**Interim Lender**”);
 - (c) on May 9, 2024, an order substituting MNP Ltd. as monitor of the Company (in such capacity, the “**Monitor**”) and discharging EY (the “**Substitution Order**”); and
 - (d) on May 9, 2024, an order (the “**Sale Process Order**”) authorizing and directing the Monitor to implement a sale process in respect of the Company’s Locations, as defined in paragraph 4 hereof, in accordance with these procedures (the “**Sale Process**”). Copies of the Substitution Order and the Sale Process Order can be found at: <https://mnpdebt.ca/en/corporate/corporate-engagements/joseph-richard-group>.
4. The purpose of the Sale Process is to solicit offers for one or more of the Company’s operating locations, (each, a “**Location**”), whether as a going concern or for the assets alone. For greater clarity, offers may be made in respect of individual Locations, all Locations, or any number of Locations owned by the Petitioners listed in Schedule A.
5. The terms of this Sale Process, including the requirements, criteria, and timelines, may be amended, extended, or waived by the Monitor or by further order of this Court. In determining whether to do so, the Monitor may consult with the Interim Lender.

“AS IS, WHERE IS” BASIS

6. Any transaction (in each case, a “**Transaction**”) will be subject only to such representations, warranties, covenants, or indemnities as are expressly included in a Final Agreement (as defined in paragraph 27), but will otherwise be on an “as is, where is” basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Company, or any of its agents, estates, advisors, professionals or otherwise, including without limitation, the Monitor.

TIMELINE

7. The following table sets out the target dates under the Sale Process:

PHASES	TARGET DATES
Deadline to finalize marketing package	June 20, 2024
Marketing and management calls	June 24 to July 11, 2024
Site visits	July 15 to 25, 2024
Bid Submission Deadline	August 1, 2024
Outside Closing Date	October 4, 2024

SUPERVISION AND CONDUCT OF THE SALE PROCESS

8. The Monitor may engage such other consultants, agents or experts and such other persons from time to time as it considers necessary to assist with this Sale Process.
9. The Monitor will oversee, in all respects, the conduct of this Sale Process, and all discussions regarding the Sale Process must be directed through the Monitor.
10. The Monitor will, in accordance with this Sales Process on a confidential basis, provide information to the Interim Lender.
11. To the extent that any Qualified Bidder (as defined in paragraph 17) wishes to engage, discuss, or communicate with any party with an existing contractual relationship with the Company in relation to this Sale Process or any Location, such Qualified Bidder may only do so after advising the Monitor and obtaining the Monitor's consent. In considering any specific request, the Monitor shall impose such restrictions (if any) or participation by the Monitor as the Monitor deems appropriate.
12. The Company shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations under this Sale Process and provide the Monitor with the assistance, information and documentation that is reasonably necessary to enable the Monitor to adequately conduct its functions in connection with this Sale Process.
13. The Company, the Monitor and any of their respective agents, estates, advisors, and professionals are not responsible for, and will have no liability with respect to, any information provided to or obtained by any Qualified Bidder in connection with the Company or any Location.

SOLICITATION OF INTEREST

14. The Monitor, in consultation with the Company, may, but is not required to, cause a notice regarding this Sale Process to be published in any publication that the Monitor considers appropriate.

15. The Monitor, in consultation with the Company, will prepare a list of potential bidders (the "**Known Potential Bidders**") who may have an interest in a Transaction. Such list will include both strategic and financial parties who, in the Monitor's reasonable judgment, may be interested in acquiring an interest in one or more of the Locations or any part (or parts) thereof (a "**Bid**").
16. The Monitor and the Company will prepare an initial offering summary together with any additional marketing materials the Monitor considers appropriate (a "**Marketing Package**") and distribute it, along with a draft form of confidentiality agreement (the "**Confidentiality Agreement**"), to the Known Potential Bidders.
17. Any Known Potential Bidder, or other person wishing to submit a Bid, who (a) executes a Confidentiality Agreement in form and substance satisfactory to the Monitor, (b) in the judgment of the Monitor appears to have a *bona fide* interest in submitting a Bid, and (c) in the judgment of the Monitor appears to have the financial wherewithal and the technical, managerial, and operational expertise and capabilities to make a viable Bid, shall be deemed to qualify as a be a potential bidder (each such person so deemed, a "**Qualified Bidder**").

DUE DILIGENCE

18. The Monitor shall provide Qualified Bidders with access to an electronic data room that will contain information in the possession or control of the Monitor or the Company that in their reasonable business judgment, and subject to competitive and other business conditions, will allow Qualified Bidders to evaluate their interest in submitting a Bid. This information may include management presentations and other matters that Qualified Bidders may request and the Monitor may, in its reasonable business judgment, agree. The Monitor may designate a representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders and the manner in which such requests must be communicated. The Monitor is not obligated to furnish any information relating to the Company or any Location except to Qualified Bidders. For avoidance of doubt, and without limiting the terms of any applicable Confidentiality Agreements, selected due diligence materials may be withheld from certain Qualified Bidders if the Monitor determines such information to represent proprietary or sensitive competitive information.

SELECTION OF BINDING BIDS

19. Any Qualified Bidder may submit a Bid to the Monitor in the manner and at the address specified in **Schedule "B"** to be received by the Monitor not later than 5:00 p.m. (Pacific time) on **August 1, 2024** (the "**Bid Submission Deadline**"). The Monitor shall provide copies of any Bids received to the Interim Lender, unless such Bids include cash consideration sufficient to pay all amounts owing to the Interim Lender (including principal, interest and costs pursuant to the Company's facilities that were owing as of the Initial Order Date (the "**Pre-Filing Debt**")).
20. A Bid shall be a "**Qualified Bid**" if it:
 - (a) states that the Bid is irrevocable until the earlier of: (i) approval by the Court; and (ii) 45 days following the Bid Submission Deadline; provided, however, that if the Bid is selected as a Successful Bid or a Backup Bid (each as defined below), it

shall remain irrevocable until the closing of the Successful Bid or the Backup Bid, as the case may be;

- (b) does not contain any request or entitlement to any break fee, expense reimbursement or similar type of payment;
- (c) includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed Transaction, or other evidence of ability to consummate the proposed Transaction that will allow the Monitor to make a reasonable determination as to the Qualified Bidder's (and its direct and indirect owners and their principals') financial and other capabilities to consummate the Transaction contemplated by the Bid;
- (d) is not conditional on:
 - (i) the outcome of unperformed due diligence;
 - (ii) obtaining any financing, investment, or other funding requirements; and
 - (iii) any government or regulatory approval;
- (e) fully discloses the identity of each person that is bidding or otherwise that will be sponsoring or participating in the Bid, including direct and indirect owners and their principals, and the complete terms of such participation;
- (f) is accompanied by a cash deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Monitor), in an amount equal to ten percent (10%) of the consideration to be paid in respect of the Bid, to be held and dealt with in accordance with the Sale Process;
- (g) includes a closing date of no later than October 4, 2024 (the "**Outside Closing Date**"), subject to the order ultimately approving the Transaction;
- (h) includes a duly authorized and executed agreement, together with all exhibits and schedules and such ancillary agreements as may be required (including any exhibits and schedules to such ancillary agreements);
- (i) specifies the purchase price, including any liabilities to be assumed;
- (j) indicates the Location(s) or assets to be included;
- (k) specifies the purchase price allocation as among the Locations or assets identified in the Bid;
- (l) confirms that the Bid has all internal approvals and consents, including corporate, board or shareholder approval, that are required to close the Transaction;

- (m) identifies any external approvals or consents, if any, that are required to close the Transaction and the anticipated timing to obtain such approvals or consents;
 - (n) includes any other information reasonably requested by the Monitor;
 - (o) includes an acknowledgement that the Bid is made on an "as-is, where- is" basis and that the Qualified Bidder has had an opportunity to conduct any due diligence it considers necessary or desirable prior to making its Bid and has relied solely on its own independent review, investigation and inspection of the documents, assets to be acquired and the liabilities to be assumed; and
 - (p) is received by no later than the Bid Submission Deadline.
21. The Monitor may, in its discretion and in consultation with the Interim Lender, waive strict compliance with one or more of the requirements specified in paragraph 20 and deem any bid to be a Qualified Bid notwithstanding non-compliance with the terms and conditions of the Sale Process, including paragraph 20.

REVIEW OF BIDS AND SELECTION OF SUCCESSFUL BID(S) AND BACKUP BID(S)

22. In reviewing the Bids received, the Monitor retains full discretion and authority to discuss the Bids received, and their terms, with the applicable Qualified Bidders.
23. The Monitor will review all Bids received to determine the highest or otherwise best Bid(s). Evaluation criteria will include, but are not limited to:
- (a) the purchase price or net value being provided;
 - (b) the terms of the proposed transaction documents;
 - (c) the identity, circumstances, and ability of the bidder to successfully complete the contemplated Transaction;
 - (d) the impact of the Bid on the Company's stakeholders;
 - (e) the conditionality of the Bid, including the firm, irrevocable commitment for any financing required;
 - (f) the timeline to closing, including potential third-party contractual arrangements or consents required to close;
 - (g) the assets included, or excluded, from the proposed Transaction;
 - (h) the identity, circumstances, and ability of the proponents to successfully complete a Transaction; and
 - (i) the costs associated with the Bid and its consummation, including restructuring costs.

24. The Monitor shall, in consultation with the Company and with the consent of the Interim Lender, identify the highest or otherwise best Qualified Bid received for each or any combination of the Location or assets, as applicable (each, a **"Successful Bid"**) and the next highest or otherwise best Qualified Bid received for a Location or assets, or part or parts thereof, as applicable (each, a **"Backup Bid"**). A person or persons who make a Successful Bid shall be a **"Successful Bidder"** and a person or person who makes a Backup Bid shall be a **"Backup Bidder"**.
25. The Monitor, after consulting with the Company and with the consent of the Interim Lender, shall notify all Successful Bidders, if any, all Backup Bidders, if any, and any other Qualified Bidders of their respective status as soon as reasonably practicable in the circumstances.
26. The Monitor will notify a Backup Bidder, if any, that their bid is a successful Backup Bid and the Backup Bid shall remain open and capable of acceptance by the Company until the earlier of (i) the consummation of the Transaction contemplated by a Successful Bid; and (ii) the Outside Closing Date, or such later date as the Monitor may request. For greater certainty, the Monitor shall be entitled to continue to hold the Deposit in respect of a Backup Bid until the Backup Bid Release Date.
27. The Company, if directed by the Monitor shall enter into an agreement or agreements with any Successful Bidder(s) (each, a **"Final Agreement"**). Any Final Agreement entered into with a Successful Bidder shall be executed as soon as practicable after the Successful Bidder is identified.
28. The Company, with the consent of the Monitor and the Interim Lender, has the right not to accept any Qualified Bid.
29. The Monitor, in consultation with the Company and the Interim Lender, further has the right to deal with one or more Qualified Bidders to the exclusion of other Persons, to accept a Qualified Bid for some or all of the Locations or assets, to accept multiple Qualified Bids and enter into multiple Final Agreements.

APPROVAL ORDER

30. If the Company enters into a Final Agreement in respect of a Successful Bid, a Backup Bid, or any other Bid, the Monitor shall apply for an order from the Court approving the transaction contemplated by that Successful Bid and any necessary or appropriate related relief required to consummate the Transaction contemplated by that Successful Bid. Court approval shall be a condition precedent to the consummation of any Transaction(s) contemplated by a Final Agreement.
31. The Monitor may also:
 - (a) concurrently obtain relief approving the Transaction contemplated by a Backup Bid and any necessary related relief required to consummate the Transaction contemplated by a Backup Bid; and
 - (b) if deemed necessary or advisable, seek approval of or other relief in respect of a Successful Bid and/or Backup Bid from the courts or governmental bodies in other relevant jurisdictions.

DEPOSITS

32. All Deposits paid pursuant to this Sale Process shall be held in trust by the Monitor in a non-interest-bearing account. The Monitor shall hold Deposits paid by each Successful Bidder and Backup Bidder in accordance with the terms of the Final Agreement with each such Successful Bidder and Backup Bidder, or as may be ordered by the Court.
33. If a Deposit is paid pursuant to this Sale Process, and the Company, acting through the Monitor, elects not to proceed to negotiate and settle the terms and conditions of a definitive agreement with the person that paid such Deposit, the Monitor shall return the Deposit.
34. If:
 - (a) a Qualified Bidder breaches any of its obligations under its Qualified Bid, any Final Agreement, or the terms of this Sale Process (including the Confidentiality Agreement); or
 - (b) a Qualified Bidder breaches its obligations under the terms of this Sale Process (including the Confidentiality Agreement) or under the terms of its Qualified Bid if required by the Company to complete such transaction contemplated by its Qualified Bid,

then, in each case, such Qualified Bidder's Deposit will be forfeited as liquidated damages and not as a penalty.

ACCESS TO INFORMATION BY MANAGEMENT

35. The Company's directors and senior management ("**Management**") shall each confirm to the Monitor that they are not, directly or indirectly (including through affiliates or companies in which they control or have a majority ownership interest) participating in the preparation or submission of any bid pursuant to this Sale Process (the "**Independence Confirmation**"). Members of Management that do not provide the Independence Confirmation are deemed to be Qualified Bidders and are not entitled to receive information under this Sale Process, and shall not attend meetings with, or otherwise communicate with, Qualified Bidders except with the written consent of the Monitor (which maybe provided by email), which consent may be subject to conditions, including requiring the Monitor to attend such meetings or communications.

OTHER MATTERS

36. The Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Company or the Monitor and any Known Potential Bidder, Qualified Bidder, or any other party, other than as specifically set out in an agreement executed by the Company or the Monitor, as applicable.
37. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, and any other negotiations, steps, or actions, whether or not they lead to the consummation of a Transaction.
38. Notwithstanding the process and deadlines set out above the Monitor may, in consultation with the Interim Lender, at any time:

- (a) pause, terminate, amend, or modify the Sale Process;
- (b) remove any portion of the Locations or assets from the Sale Process;
- (c) bring an application to the Court to seek approval of a transaction for any Location or assets, whether or not such transaction is in accordance with the terms or timelines in this Sale Process; and
- (d) establish further or other procedures for the Sale Process, provided that the service list in the CCAA Proceedings shall be advised of any substantive modification to the procedures set out in this Sale Process.

SCHEDULE "A"

List of Petitioners

1138279 B.C. Ltd.
1164312 B.C. Ltd.
Ad Prolem Capital Investments Ltd.
Clover 67 Private Dining Room Ltd.
Edith & Arthur Public House Ltd.
Joseph Bourque Investments Ltd.
Joseph Richard Hospitality Group Ltd.
Joseph Richard Investments Ltd
Joseph Richard IP Holdings Ltd.
Joseph Richard Management Ltd.
JRG Canteen Virtual Kitchen Ltd.
JRG Clover Station LRS Ltd.
JRG Cloverdale Holdings Ltd.
JRG Cloverdale Ventures Ltd.
JRG Foodhall (Vancouver) Ventures Ltd.
JRG Glass House Estates Winery Ltd.
JRG Ledgeview Holdings Ltd.
JRG Steveston Hotels Ltd.
JRG Systems Ltd.
JRG Whiskey Charlie Cafe, Pitt Meadows Ltd.
Livelihood Public House Ltd.
Micky's Investments (Coquitlam) Ltd.
Monkey See Tiki Bar Ltd.
Oak & Thorne Public House Ltd.
Oceanside Yacht Club And Public House Ltd.
S & L Kitchen & Bar Holdings Abbotsford Ltd.
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JRG Chilliwack Holdings Ltd.
JRG Growth Ventures Ltd.
JRG Published Holdings Ltd.
JRG Whip Holdings Ltd.

SCHEDULE "B"**Address for Deliveries**

Any delivery made to the Monitor pursuant to this Sale Process shall be made to:

MNP Ltd.
1630 – 609 Granville Street
Vancouver BC V7Y 1E7

Attention: Mario Mainella and Kevin Koo
Email: Mario.Mainella@mnp.ca and Kevin.Koo@mnp.ca

Deliveries pursuant to this Sale Process by email shall be deemed to be received when sent. In all other instances, deliveries made pursuant to this Sale Process shall be deemed to be received when delivered to the address as identified above.